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Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT

IN THE DISTRICT OF ARIZONA

PATRICIA MURRAY, a married woman,) Case No.:

Plaintiff,)

v.)

COMPLAINT

PRINCIPAL FINANCIAL GROUP, INC., a)

Delaware corporation, PRINCIPAL LIFE)

INSURANCE COMPANY, an Iowa)

corporation and PRINCOR FINANCIAL)

SERVICES Corporation, an Iowa corporation,))

(Jury Trial Demanded)

Defendants.)

Plaintiff Patricia Murray, for her Complaint against Defendants Principal Financial Group, Principal Life Insurance Company and Princor Financial Services Corporation, states as follows:

JURISDICTION AND VENUE

1. This action is brought to remedy discrimination on the basis of sex in the terms, conditions and privileges of employment and retaliation in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000 *et. seq.* ("Title VII").

1 Principal relative to her involvement and marketing to various union members through
2 the Union Alliance Program as compared to other similarly situated male employees.

3 10. Defendant effectuated such gender discrimination by: (a) excluding
4 Plaintiff from particular union functions and/or meetings; (b) excluding Plaintiff from
5 specific communications with union members and team members; (c) excluding Plaintiff
6 from specific meetings; (d) bringing in other males to work with Plaintiff in direct
7 competition in her market area and requiring that leads be divided equally; (e) requiring
8 Plaintiff to submit all proposed union marketing plans prior to sales activity; (f) requiring
9 that Plaintiff's communications be routed through the Agency Manager; and (g)
10 requesting that Plaintiff perform "backroom" work under another male's business plan.

11 11. Plaintiff, along with three male salespersons, were involved in specific
12 market opportunities (union) throughout Arizona. They all reported to the Regional
13 Business Center Manager, a group managed by a male. The group was called Principal
14 Union Alliance Team.

15 12. Plaintiff was directed to work under the business name of another male
16 salesperson (her peer) and told this was the only solution. Plaintiff refused. The same
17 male peer also wanted Plaintiff to perform the "backroom" duties under his business
18 name. Plaintiff again refused and was denied future union opportunities.

19 13. The effect of such exclusion affected Plaintiff's ability to participate in and
20 contact specific individuals and entire market opportunities in effort to increase her
21 compensation.

22 14. Plaintiff complained of such differential treatment relating to the exclusion
23 and refusal to approve sales and marketing activities and requests to route
24 communications through the Agency Manager and perform work under another male's
25

1 business plan, however, her complaints generated more resentment with the male peer
2 group and management, resulting in further separation.

3 15. Plaintiff was instructed that any communications regarding seminars or
4 other marketing activities with potential clients must be dispersed to the three other male
5 salespersons. The three males were not required to include Plaintiff in all seminars or
6 communications.

7 16. Plaintiff was then directed that all market opportunity communications had
8 to be directed to the Regional Business Center Manager, who refused to approve any of
9 her activities. Plaintiff believes that the other similarly situated male salespersons were
10 conducting meetings and communications without management's review or approval.

11 17. When Plaintiff was unable to resolve the gender-based issues with
12 management level employees, she contacted Human Resources of Defendant Principal
13 Financial Group in summer, 2004.

14 18. Human Resources claimed to have investigated Plaintiff's complaints and
15 confirmed that Plaintiff was not offered a union contract (or focus market opportunity),
16 but stated that the decision made was not based on gender (despite Plaintiff being the Top
17 Arizona Union Program Producer and second highest Union Program Producer in the
18 country).

19 19. In November, 2004, Plaintiff filed a formal complaint with Human
20 Resources concerning the lack of approval of her sales and marketing activities as
21 compared to similarly situated male employees. The results of an investigation were that
22 it was concluded that the problem was due to the Agency Manager having poor
23 communication.

24 20. On December 14, 2004, Plaintiff filed her Charge of Discrimination based
25 on gender.

1 communications with union members, the manipulation of focus market opportunities,
2 threats of termination, and unwarranted claims of ethics violations.

3 29. As a direct and proximate result of all of Defendant Principal's violation of
4 Title VII, such conduct has caused Plaintiff a substantial loss of compensation and
5 benefits up to the date of this complaint and into the future.

6 30. As a direct and proximate result of Defendant Principal's actions, Plaintiff
7 has experienced emotional distress.

8 31. Defendants conduct, and the nearly eight years of gender discrimination, is
9 willful and is a dereliction of Plaintiff's federally protected rights, thereby entitling
10 Plaintiff to punitive damages.

11 **COUNT TWO**
12 (Retaliation)

13 32. By reference hereto, Plaintiff hereby incorporates paragraphs 1-31.

14 33. Title VII prohibits retaliating against an employee who complains of
15 discriminatory practices in the workplace.

16 34. Defendant Principal violated Title VII by retaliating against Plaintiff when
17 she engaged in a protective activity relating to complaints of discrimination to
18 Defendants Human Resources Department and the EEOC.

19 35. Defendant Principal has continued its retaliation against Plaintiff in the
20 following ways:

- 21 a. Denied access to management support and communication;
22 b. Threatened Plaintiff with termination; and
23 c. Denied access to internal grievance procedure.

24 36. As a direct and proximate cause of Defendant Principal's actions, Plaintiff
25 has sustained a significant loss of compensation and benefits.

